

MEETING DATE: 3/1/10

AGENDA ITEM: CITY COUNCIL / REDEVELOPMENT AGENCY
JOINT AGENDA ITEM: Termination of the
Contract with FEI Enterprises, Inc. for the
Construction of Fire Station No. 3, Project P-857,
Authorization to File Notice of Cessation and
Authorization to Release a Portion of the Project
Retention Funds.

ATTACHMENTS

		<u>Pages</u>
1	Substantial Completion Letter, dated December 28, 2009	1-2
2	Estimated Cost to Complete Work	3-5
3	Deductive Change Order Letter, dated February 9, 2010	6
4	Deductive Change Order	7
5	Liquidated Damages Calculation	8-9
6	Section 14.4 of Contract Documents	10



*Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA*

December 28, 2009

Mr. Andy O'Connell
Senior Civil Engineer
City of Culver City
Public Works Department
P.O. Box 507
9770 Culver Boulevard
Culver City, CA 90232-0507

Re: Certificate of Substantial Completion
Culver City Fire Station No. 3
Project 0518000.06

Dear Mr. O'Connell:

WLC hereby approves the completion of the referenced project to be in general conformance with the plans and specifications. The substantial completion date has been established as December 11, 2009. This date also commences the maintenance period for all landscaping materials.

By way of this certification, WLC concludes that the building as depicted on the approved contract documents was generally completed properly and is acceptable for the intended use. It is our understanding that there is still outstanding corrective work that has yet to be completed by FEI Enterprises. The City of Culver City will be issuing a deductive change order for the full amount of outstanding corrective work. It is also our understanding that the deductive change order amount has yet to be determined by the City of Culver City. Also note that a final Notice of Completion will not be issued until such time as the deductive change order is accepted by the City.

Mr. Andy O'Connell
Certificate of Substantial Completion
Culver City Fire Station No. 3
Project 0518000.53
December 28, 2009
Page 2

Please note that we are producing this document for building certification as requested by the City of Culver City in order to facilitate the closeout procedure. As further clarification, full time inspection was not conducted by WLC and only through periodic site visits as required by the contract can we state the general conformance of the building with respect to plans and specifications.

Very truly yours,



JEREMY CHOU
Project Manager

JC:mc/P5051800011-ltr

**ESTIMATED COST OF WORK NOT PERFORMED
(ATTACHMENT 1 TO CHANGE ORDER NO. 6)**

PROJECT: FIRE STATION NO. 3, P-857 CONTRACTOR: FEI ENTERPRISES, INC. REPORT UPDATED: FEBRUARY 2, 2010 PREPARED BY: RTI CONSULTING, INC.			
	ITEMS NOT COMPLETED AS OF DECEMBER 11, 2009	DESCRIPTION OF ITEM AND BASIC SCOPE OF WORK	ESTIMATED COSTS TO HIRE CONTRACTORS OR VENDORS TO COMPLETE TASKS
1	SITE LITE POLE AT MAIN SLIDING GATE	FEI installed a light pole base that was not on the plans. Light pole has not been purchased or installed. The scope is to furnish, install and complete electrical wiring.	\$ 6,500
2	HARDWARE AND SECURITY WIRING FOR THE EXTERIOR HIRSCH PAD AT DINING ROOM # 113	Existing panic hardware does not appear to be able to accept key pad controls. Scope is to replace existing panic hardware and to wire the door to the key pad control. Furnish and install the necessary hardware and security wiring.	\$ 3,600
3	3 ILLUMINATED MAP CASES - LOCATION BY ARCHITECT AND 2 MAP CASES	CCFD does not want the specified map & display cases installed. Requirement by CCFD is for a single not dual door and thus new cases must be purchased by CCPW. Credit for installation of five (5) map/display cases is due from FEI. An additional issue is the map opening built by FEI at corridor 106 is not built per design. It would require demolition of framing, drywall, relocation of light fixtures & fire sprinklers in order to match the design documents and allow the installation a map case. Scope is to install cases as purchased by CCPW and to rework the opening to allow for the correct opening at Corridor 106. (Install cost only \$1,000 for 5 cases and rework \$ 1300) Map/display cases furnished by Culver City)	\$ 2,300
4	BBQ - (STOLEN - 9/21/09). FEI TO ADVISE NEW DELIVERY DATE	Originally installed by FEI. Removed from the project prior to Culver City accepting the project. (Scope is to furnish and install new BBQ)	\$ 1,900
5	ALL CONCRETE AREAS INSIDE AND OUTSIDE HAVE MULTIPLE CRACKS.	Scope required is to provide a SIM PRODUCT LIABILITY INSURANCE POLICY FOR MOISTURE & ALKALINITY. The additional scope is to remove and replace concrete that does not meet design or architectural requirements. A plan has been marked up that show the areas that have been identified by the architect as not in compliance.	\$ 35,000
6	ROOM 113 - DINING ROOM THRESHOLD IS A MAJOR TRIPPING HAZARD	Scope is to furnish and place the appropriate concrete products necessary to address the fact that the exterior patio concrete is more than 1/2" below the door threshold. Currently, there is a tripping hazard that needs to be corrected. It will be necessary to bush the patio concrete, place dowels and then construct the new concrete ramp.	\$ 600
7	DOWN SPOUTS AT FRONT OF THE STATION ENTRY SHOULD BE CAST IRON, NOT SHEET METAL	Scope is to remove the existing sheet metal down spouts and replace them with cast iron piping.	\$ 800
8	PRE-FABRICATED ROOF ACCESS LADDER	Scope is to remove the temporary ladder currently installed and replace it with a pre-fabricated aluminum ladder as designed by the specifications and design.	\$ 3,000
9	TELEPHONE SYSTEM SCOPE FOR EQUIPMENT	Previously direction was issued by RCI for FEI to remove the telephone system from their scope of work. The deduction cost was never received from FEI so we used the value provided in the schedule of values	\$ 10,000
10	CEILING FANS IN WORKOUT ROOM	Scope is to furnish and install ceiling fans in the work out room. This will require electrical terminations.	\$ 1,000
11	ROOF PATCH REPLACEMENT/INSTALL OF CRICKETS ON LOW FLAT ROOFS AND AREAS OF STANDING WATER	Scope of work is to replace patches installed by FEI rather than the roofing contractor. These patches are not being warrantied by the roofing contractor and thus must be removed and repaired by the roofing contractor. Additionally, there are missing crickets and low spots on the roof that are required to be repaired.	\$ 3,600

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12	TELEVISION MOUNT INSTALLATION	FEI has furnished the specified TV mounts, but CCFD has changed the LCD TV sizes. Credit from FEI is for the labor to install 12 (per the specifications) TV mounts. CCPW would furnish the new TV mounts.	\$ 1,600
13	PEDESTRIAN GATE LOCK PROTECTION AND ELECTRICAL INTERFACE WITH SWING GATE	Scope of work is for the concrete to be sawcut, new conduit installed from the pedestrian gate over to the swing gate controller. Wiring will need to be installed and terminated both at the controller and the pedestrian gate. It may be necessary to provide an electrical man gate lock in order for the wiring interlock to function. Requirement is for the swing gate motor to be disabled when the pedestrian gate is opened. Additionally, there will need to be a screen or shield placed on the pedestrian gate in order to prevent access to the inside gate handle which would unlock the gate thus eliminating the security aspect of the pedestrian gate.	\$ 4,200
14	IRRIGATION SYSTEM NOT WIRED TO CALSENSE FLOW METER. NO WATER PRESSURE AT NORTH EAST CORNER. MISSING CALSENSE HANDHELD REMOTE.	Calsense has advised the CCPW that they cannot certify the irrigation system. This is due to FEI not installing the correct wiring to allow for configuration of the Calsense Flow Meter. Additionally, there are other irrigation concerns such as inadequate water flow through 2" lines over to the North and East areas of the property. Scope will be to coordinate with Calsense the correction of the wiring and may require the removal of concrete and interior walls and ceilings in order to replace damaged wiring at the front entry landscape area and the Calsense flow meter. Additionally, there may be requirements to repair or replace main irrigation piping in order to allow for the required water flow to be provided at the North & East sections of the property.	\$ 10,000
15	INTERNAL STAIRWAY HAND RAIL	Scope involves the installation of metal caps at the ends of the interior stairwell to the second floor. Protection of finishes and the repainting of the interior handrail will be required.	\$ 500
16	EXTERNAL STAIRWAY HAND RAIL	Scope involves the removal of the incorrect ADA portions of the railing and the replacement of the correct rail configuration to comply with ADA code requirements. Protection of existing finishes and repainting of the exterior handrail is required.	\$ 750
17	WALL AT TOP OF EXTERNAL STAIRWAY	Scope involves the removal of the metal cap, constructing new framing and plaster and then final painting after building the wall up the required 42". Alternatively, the CCPW may decide it is acceptable to construct a top rail to create the 42" high barrier. It may be necessary to rework, repair and repaint the metal wall cap and if a railing is added, painting of the new railing.	\$ 2,500
18	RM # 112 - RESTROOM	Scope is to furnish and install a Counter Mounted Soap Dispenser per design document A-6.1, detail # 19, note 1030. Counter is drilled already for the dispenser.	\$ 250
19	RM # 201, HALLWAY OUTSIDE RM # 201, 216 AND 221	Scope involves contacting the window vendor, purchase and install the missing Window Latches.	\$ 400
20	RM # 208 - DAY ROOM	Scope involves furnishing and installing new glass doors and door hardware.	\$ 1,200
21	SOUTH DRIVEWAY 2" WIDE CURB OPENING	Currently the water from the driveways ponds at the opening. Scope involves digging out a drainage swale in the landscape, filling the swale with gravel so that the water from the driveway can now flow to the curb cut and out into this gravel and disperse	\$ 300

**ESTIMATED COST OF WORK NOT PERFORMED
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22	STORM DRAIN AT SOUTH DRIVEWAY	FEI did not provide Fossil Filter per plans C5, Note 20. Detail E, Sht C2. FEI did not paint at storm drain "No Dumping Drains to Ocean" C5, Note 21. Scope involves furnishing and installing the filter fabric and paint the storm drain cover.	\$ 750
23	MISC MATERIALS, ATTIC STOCK ITEMS AND MANUALS	FEI have not provided all misc. materials to date. Scope involves reviewing the specifications and purchasing all the required materials.	\$ 3,500
	TOTAL COSTS FOR WORK REQUIRED TO BE COMPLETED TO ALLOW FOR CCED TO OCCUPY FIRE STATION NO. 3		\$ 94,250



CHARLES D. HERBERTSON
Public Works Director/City Engineer

Culver CITY

PUBLIC WORKS DEPARTMENT
9770 CULVER BOULEVARD, 2ND FLOOR
CULVER CITY, CALIFORNIA 90232-0507



Phone (310) 253-5600
FAX (310) 253-5626

February 9, 2010

Mr. Gabriel Fedida
FEI Enterprises, Inc.
5749 Venice Boulevard
Los Angeles, CA 90019

Subject: Fire Station No. 3
Contract Final Change Order No. 6

Dear Mr. Fedida,

The Public Works Department has prepared Final Change Order No.6, dated February 5, 2010 in order to bring closure to the issues of schedule and cost associated with the Culver City Fire Station No. 3. This document is reflective of all recently approved project changes, currently authorized schedule time extensions, the costs associated with contract scopes of work not completed by FEI Enterprises and the impact of the December 11, 2009 project completion. Details are provided as an attachment to this document to facilitate FEI Enterprises' review.

Please sign the attached final change order and return it to my attention within five (5) business days of your receipt of this document. We are prepared to initiate the process of final payment upon the satisfaction of all the requirements for payment and receipt from FEI Enterprises of all documentation as identified in the general conditions of the contract for construction section 9.10, page 32.

Sincerely,

Charles D. Herbertson P.E., L.S.
Public Works Director/City Engineer

Cc: Mark Scott, City Manager/Agency Executive Director
Carol Schwab, City Attorney
Heather Baker, Assistant City Attorney
Murray Kane, Agency General Counsel
Andy O'Connell, Senior Civil Engineer
Kelley Needham, WLC Architects
Bob Neiwirth, RTI



CITY OF CULVER CITY PUBLIC WORKS DEPARTMENT CHANGE ORDER

CONTRACT CHANGE ORDER NO.: 06

PURCHASE ORDER NO.:

PROJECT: Culver City Fire Station No. 3

PROJECT NO.:

P-857

CONTRACTOR: FEI Enterprises, Inc.

REQUESTED BY:

Bob Neiwirth

Upon the approval of the City Engineer and acceptance by the Contractor, the Contractor is hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

EXTRA WORK					
COR #	Description	Item Qty	Type	Value	Ext Price
COR #003	Trash Enclosure Modifications	1	LS	\$ 3,300.00	\$ 3,300.00
COR #020	Add and reframe ceiling joists due to plan conflicts (arch/struct)	1	LS	\$ 1,272.07	\$ 1,272.07
COR #021	First Floor framing changes requested by WLC	1	LS	\$ 1,795.65	\$ 1,795.65
COR #028C	Revise circuit breakers on 2nd floor at sleeping qtrs	1	LS	\$ 737.00	\$ 737.00
COR #038	Install additional roof drainage per City Inspector (not on plans)	1	LS	\$ 7,393.20	\$ 7,393.20
COR #39	PSI second recommendation dig 12" and recompact to 95%	1	LS	\$ 2,127.50	\$ 2,127.50
COR #40	Bee hive at west side wall building exterminated	1	LS	\$ 230.00	\$ 230.00
COR #41	Load, haul and dump 49 loads of dirt from jobsite	1	LS	\$ 13,851.53	\$ 13,851.53
COR #42	Credit not to furnish and install tile in rooms 205 & 220	1	LS	\$ (3,479.70)	\$ (3,479.70)
COR #43	Modifications to Hirsch Security System (add 2nd floor door)	1	LS	\$ 3,800.00	\$ 3,800.00
COR #45	Add horizontal cable tray in IT room (not on plans)	1	LS	\$ 1,163.85	\$ 1,163.85
COR #46	Furnish & install two (2) circuits for oven (not on plans)	1	LS	\$ 2,116.22	\$ 2,116.22
COR #47	Remove trees in order to install fencing	1	LS	\$ 3,200.00	\$ 3,200.00
COR #49	General Conditions associated with City mandated shutdown Jan3 -Feb24 (750.00/day)	61	Day	\$ 750.00	\$ 45,750.00
COR #50	Install 20A GFCI at exhaust fan on roof per inspector	1	LS	\$ 2,116.22	\$ 2,116.22
COR #53	Install disconnect for extractor & chemical pump (not on plans)	1	LS	\$ 1,169.12	\$ 1,169.12
COR #57	Reframe restroom #02 per WLC	1	LS	\$ 4,358.55	\$ 4,358.55
COR #61	Load, haul and dump excessive dirt at main drive ramp per PSI wet soil discoveries.	1	LS	\$ 3,957.58	\$ 3,957.58
COR #62	Revisions to hose rack at apparatus bay (negotiated value)	1	LS	\$ 500.00	\$ 500.00
COR #65	Redesign of fence at NE corner, East face and at Generator	1	LS	\$ 25,031.00	\$ 25,031.00
	Cost of work not performed by FEI Enterprises, Inc. (See Attachment 1)	1	LS	\$ (94,250.00)	\$ (94,250.00)
	Liquidated Damages (See Attachment 2)	385	Day	\$ (1,000.00)	\$ (385,000.00)
Total This Change Order					\$ (358,860.21)
Summary		Contract Time (C, Days)		Cost	
		Original Contract Amount		345	\$ 5,100,000.00
		Previous Change Orders Approved to Date		56	\$ 194,400.24
		Amount of This Change Order		61	\$ (358,860.21)
		Total Change Order(s) to Date		117	\$ (164,459.97)
		% Change Orders			-3.22%
		Modified Contract Amount		462	\$ 4,935,540.03
		Previous Payments (Inc. retention)			\$ 4,997,880.47
		Amount due contractor			\$ (62,340.44)
		Original Contract Completion Date:		07/16/2008	
		Modified Contract Completion Date		11/10/2008	

Approved:

Public Works Director / City Engineer

Date:

11/08/2010

I, the undersigned Contractor, or the authorized agent of the Contractor, have given careful consideration to the change(s) proposed and hereby agree to all of the above terms with no further negotiations.

Accepted:

Contractor - FEI Enterprises, Inc.

Date:

By:

Title:

Accepted:

Date:

Architect - WLC Architects

By:

Title:

Accepted:

Date:

City Representative - RTI Consulting, Inc.

By:

Title:

Copies: Contractor, City Treasurer, Project File, Project Manager, Public Works Inspector, Engineering Services Manager

(Attachment 2)

Culver City Fire Station #3
Assessment of FEI Enterprises, Inc. Schedule Obligations and Liquidated
Damages Analysis

1. Original contract completion date: July 16, 2008.
2. Approved contract extension date: September 11, 2008. This amounts to 57 calendar days less one holiday for Labor Day leaves a net 56 days of extension.
3. Approved Culver City Holidays:
 - New Years Day
 - Martin Luther King Day – 3rd Monday in January
 - Memorial Day – Last Monday in May
 - Independence Day – July 4th
 - Labor Day - 1st Monday in September
 - Thanksgiving Day – 4th Thursday in November
 - Friday after Thanksgiving Day
 - Christmas Day
4. Project Substantial Completion Date: December 11, 2009.
5. Contract Days Between September 11, 2008 and December 11, 2009:

Year	Month	Days	Holidays
2008	September	19	-
2008	October	31	-
2008	November	30	2
2008	December	30	1
2009	January	31	2
2009	February	28	-
2009	March	31	-
2009	April	30	-
2009	May	31	1
2009	June	30	-
2009	July	31	1
2009	August	31	-
2009	September	30	1
2009	October	31	-
2009	November	30	2
2009	December	11	-
Totals		456	10
Net Contract Days = 446			

6. Contract Extension between January 1, 2009 through December 11, 2009:
 - January 3 – January 5, 2009 due to police activity = 3 days.
 - January 6 – February 17, 2009 due to official temporary shut down = 43 days less one day for Martin Luther King's Day = 42 net days.

- February 18 – February 23, 2009 for mobilization and muddy conditions = 6 days.
 - Additional days for change order work = 10.
 - Total net extension = 61 days.
7. Total Liquidated Damage Days = $446 - 61 = 385$ Days.
 8. At \$1,000.00 per day; total Liquidated Damage = \$385,000.00.
 9. Total extension days = $56 + 61 = 117$.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



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GENERAL CONDITIONS
OF THE CONTRACT FOR
CONSTRUCTION

10 The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

